



# Cumberland County Purchasing Office

790 East Commerce Street • Room 111 • Bridgeton, New Jersey 08302

DAVID A. MULFORD, JR., QPA, RPPO, CCPO  
Director of Purchasing

Office: (856) 453-2132  
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## MEMORANDUM

**To:** All Municipal/City Administrators/Clerks  
All School Board Administrators/Board Secretaries  
All Authority/Board Executive Directors

**From:** David A. Mulford, Jr., QPA  
County of Cumberland  
Director of Purchasing

**Date:** March 1, 2010

**Re:** Cooperative Contract for Delivering and Supplying Office Supplies

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On February 3, 2010, the County of Cumberland, solicited bids for Supplying and Delivering Offices Supplies for itself and for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1.

This legislation permits government entities within the geographic boundaries of Cumberland County to utilize any contract made by the County provided that the successful bidder to the County is awarded a contract and has elected to extend their prices, and the terms and conditions of the County contract, to those government entities.

On February 25, 2010, the Cumberland County Board of Chosen Freeholders adopted a resolution (copy attached) to award an open-ended contract to W.B. Mason Company, 59 Centre Street, Brockton, Massachusetts, 02303, to provide those services to the County. Additionally, W.B. Mason Company elected to extend their prices to government entities within the geographic boundaries of the County; the Board declared them winning bidder for those government entities.

You may therefore, on a strictly voluntary basis, enter into a contract with W.B. Mason Company for the Supply and Delivery of Office Supplies. All terms and conditions of the

contract awarded by the County, including item pricing and discounts, would apply to any contract made with W.B. Mason Company.

The contract starts March 1, 2010, and terminates December 31, 2011.

The contract is based on the United Stationers Catalog.

The contract identifies unit prices for approximately two hundred sixty (260) core items commonly used in an office environment. Those unit prices are fixed for the period from March 1, 2010, through December 31, 2010. The contractor has the right to request a price adjustment for those items for the period from January 1, 2011, through December 31, 2011. Should the contractor request and the County approve a price adjustment for that period, participating entities would be notified of the adjustment.

The contract also identifies numerous other items and their corresponding pages in the catalog which may be purchased at a 56.5% discount from the catalog prices. This discount is fixed for the entire term of the contract.

There is no minimum order requirement for this contract.

Next business day delivery shall be made for all orders placed before 3:00 PM the previous business day.

Deliveries shall be made inside to each ordering department.

The contractor shall be required, if requested, at no additional charge, to provide a secure, web-based, on-line electronic ordering system, including all training on the use of the system.

Entities desiring to enter into a voluntary contract for the provision of these services should contact Russ Vanella at W.B. Mason Company, 1350 South West Boulevard, Vineland, New Jersey, 08360; office: (508) 436-8907; cell: (609) 774-4808.

Please contact me at (856) 453-2130 if you have any questions regarding this contract.

Thank you.

cc:

All Freeholders  
Ken Mecouch, County Administrator  
Carol Sanza (Bid/Contract File # 09-47)

**STATEMENT OF AUTHORITY**

**BID SUBMITTED FOR:**

COMPANY: W.B. Mason Company

ADDRESS: 59 Centre St Brockton, MA 02303

BID SUBMITTED BY: Melissa Simpson  
(Please Print)

SIGNATURE: Melissa Simpson  
(Bid Must Be Signed To Be Valid)

TITLE: Contact Manager DATE: 2/1/2010

TELEPHONE: 888-926-2766 FACSIMILE: 781-935-2865

TAXPAYER IDENTIFICATION NUMBER: 04-2455641

**By submitting and signing this bid, we certify that we are familiar with all conditions and requirements of this bid.**

**VENDOR INFORMATION SHEET**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information must be provided with this bid:

Name of Business: WB Mason Company

Correspondence Address, including zip code:

1350 Southwest Boulevard  
Vineland, NJ 08360

Purchase Order Address, including zip code:

1350 Southwest Boulevard  
Vineland, NJ 08360

Payment Address, including zip code:

P.O. Box 55840  
Boston, MA 02205-5840

Telephone Number: 888-926-2766

Facsimile Number: 800-232-2611

**BIDDERS DATA SHEET AND QUESTIONNAIRE**

**Please provide the following information. Failure to provide this information shall be cause for your bid to be rejected as non-responsive.**

How many years has your company been providing this service? 112 years

Has your company ever failed to complete any contract with regard to any of the services herein described? Yes  No . If yes, provide details here: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Has your company ever had a contract terminated for non-performance? Yes  No . If yes, provide details here: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and telephone numbers of personnel who can be contacted if problems or emergencies arise: Russ Vanella - 888-926-2766 x8907  
Mike Curren - 888-926-2766 x1595

Name and telephone number of an individual who can be contacted at all times if service information is requested: Russ Vanella - 888-926-2766 x8907  
Mike Curren - 888-926-2766 x1595

Describe here the features, including system security and levels of access and authority, of the on-line electronic ordering system you propose to utilize for this contract: Please see attached

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## Website (Online Ordering):

W.B. Mason is fully equipped with a user-friendly website for ordering supplies. With W.B. Mason's Advanced Business Controls you can let your employees order direct from our site without losing control of their purchases. You will have the capability to review orders, limit products purchased and specify how orders are placed to save your business time and money. These advanced controls are available at no cost to our customers. You will also be able to create a shared list of products from which you want your employees to buy, along with limiting purchases to precise products or product categories you select. Once an employee places an order, an e-mail can be sent to a designated approver. The approver logs in to [www.wbmason.com](http://www.wbmason.com) to review, edit, and approve the order before it is sent off to W.B. Mason to be processed. Our dynamic checkout process can be customized to meet your needs as well. If you need the option to pay by credit card or if you require specific cost centers or purchase order, more options are available. We will customize your experience to your internal policies, and we will also provide a complimentary online training session through a web conference or in person.

## Web Based Ordering:

- **Ownership**  
Our eCommerce system is 100% owned, operated & maintained by W.B. Mason.
- **Flexibility, Control & Accountability**  
Ownership means we can make the changes and customizations you need.
- **Enhancements Driven by Customer Feedback**  
Our improvements are guided by what our customers are looking for

## eCommerce Site Metrics:

- Over 11,000 orders processed per day
- 28,000 visitors per day
- Over 45,000 products available online
- Services more than 80,000 businesses

<b>Year</b>	<b>Online Sales</b>	<b>WBM Total Sales</b>	<b>% Sales Online</b>
<b>2003</b>	<b>\$28.4M</b>	<b>\$296M</b>	<b>10%</b>
<b>2004</b>	<b>\$49.8M</b>	<b>\$353M</b>	<b>14%</b>
<b>2005</b>	<b>\$120.3M</b>	<b>\$421M</b>	<b>29%</b>
<b>2006</b>	<b>\$198.3M</b>	<b>\$520M</b>	<b>38%</b>
<b>2007</b>	<b>\$268.4M</b>	<b>\$607M</b>	<b>41%</b>
<b>2008</b>	<b>\$360.4M</b>	<b>\$750M</b>	<b>48%</b>

### **Item Block Functionality:**

W.B. Mason eCommerce Site has the functionality to block out the following; specific product categories, specific product within categories such as furniture, printers, scanners etc; or block the entire category such as the furniture section or printer section within our product offerings.

W.B. Mason can designate the restrictions predicated on a users order approval set up; basically a user will be identified by the purchasing authority level designated by the County of Cumberland and therefore create visibility and ordering capabilities for the W.B. Mason product offerings.

### **Authority Levels of Approval:**

W.B. Mason provides an order routing approval process where all orders can be designated to a pre-established order routing matrix supplied by the customer. The order routing process is driven by the initial order from an end user order then mapped to a designated approver previously established to review, change or release the order. The communication for the order approval is transmitted via email automatically from the user to the approver; the notification is a hyperlink to the W.B. Mason web ordering site that will enable the approver to release the order.

### **Ability to create Favorite list:**

W.B. Mason's eCommerce site provides many tools to find the product you're looking for. Our eprocurement website is very user friendly; the user can create personal or company wide Favorites List. The user is not limited to any set figure of list they want to maintain on their personal Favorites List. In conjunction with the Favorite List feature the following functionality is available.

- Browse Product Categories
- Search by Keyword
- Ink & Toner Finder
- Order by Item Number
- Shop from Past Orders
- Favorites List
- Shop from Your Contract
- Advanced Business Controls
- W.B. Mason's eCommerce site allows you to manage the buying process without slowing it down.
- Purchasing Card Processing
- W.B. Mason transmits full invoice detail to your P-Card issuer.
- Account Shopping Lists
- Create a list of 'favorites' that all your users can view and buy from.
- Checkout Customization

### Ability to Duplicate Previous Order:

On the main menu an order history option is available by user which will allow a user to retrieve orders (**dated back as much as 12 months**) that have been previously submitted to W.B. Mason which can be retrieved and reinitiated as a new order.

### Electronic Invoicing:

W.B. Mason has the following options available via hard copy, electronic transmission, or email format.

- Individual invoices to shipping address
- Summary Invoice with department Summary
- Invoice frequency can be daily, weekly or monthly

### Return Products on Line:

Return products online; W.B. Mason provides on line a direct communication to their customer service representatives to initiate a credit and return. This process enables the user to seamlessly dialogue with their customer service rep via email to complete the credit and return. However, the user can initiate a return as well by just picking up the phone and contacting their dedicated customer service representative.

### Company Name as a System Administrator:

W.B. Mason has the capabilities to assign a County of Cumberland employee as a system administrator to coordinate and set up any new end user internally within their customized web ordering system. However, any new cost center or new shipping address must be provided to your **local** W.B. Mason Web technical support staff to add these pertinent items.

than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).

**43. INTENT OF SPECIFICATION**

The intent and purpose of this specification is to adequately describe the requirements for Supplying and Delivering Office Supplies for the County of Cumberland and the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS and to list all requirements necessary for entering into a contract, and for being declared winning bidder, for providing the services described herein or as mutually agreed upon.

**44. SCOPE OF WORK**

The County of Cumberland, acting as Lead Agency on behalf of itself and for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, is interested in entering into a contract with a qualified vendor who is able to Supply and Deliver Office Supplies for the County of Cumberland is additionally interested in declaring the winning bidder for the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS.

The catalog for use in this contract for the period from February 1, 2010, through December 31, 2010, shall be the 2010 United Stationers Catalog.

The catalog for use in this contract for the period from January 1, 2011, through December 31, 2011, shall be the 2011 United Stationers Catalog.

It shall be the contractor's responsibility to deliver the new 2011 United Stationers Catalog, in sufficient quantities, to all County departments prior to December 15, 2010. The contractor shall not deliver the catalogs to the Purchasing Department, or any other single department, for distribution to any other department.

**Substitutions for generic items shall be acceptable.**

**Substitutions for name-brand items shall not be acceptable.**

**There shall be no minimum order requirement for this contract.**

**Minimum discount rate for Section B, Included Items, bid shall be fifty percent (50%). Bidders submitting a discount rate less than fifty percent (50%) shall have their bid rejected as non-responsive.**

This shall be a supply contract with the County and the participating cooperative members purchasing the items listed herein on an as needed basis.

The County reserves the right to reject any and all bids as allowable by law. The County and/or participating Coop members reserves the right to purchase items from an approved New Jersey State Contract Vendor if it is in the County's and/or Participating Coop member's best interest. The County and/or participating Coop members reserves the right to add and/or delete delivery locations during the contract period.

Estimates of usage contained in this Bid Document are provided as informational only and the County and the participating cooperative members shall not be obligated to purchase any minimum or maximum amount of items as herein described. The contractor shall be compensated for the cost of the items actually delivered.

The contract shall commence February 15, 2010, and shall terminate December 31, 2011.

**The unit prices submitted herein for Section A, Core Items, shall be fixed for the period through December 31, 2010.**

The contractor may request a price adjustment for the unit prices submitted herein for Section A, Core Items, for the period from January 1, 2011, through December 31, 2011. Such request, if any, shall be made by the contractor, in writing, to the County Purchasing Agent, no later than November 30, 2010. Any price adjustment request shall not exceed the Index Rate posted on the New Jersey Department of Local Government Services website prevailing at the time of the request. If no request for a price adjustment is received by the Purchasing Agent by November 30, 2010, the prices indicated in the original agreement for Section A, Core Items, shall prevail for the contract period from January 1, 2011, through December 31, 2011. All other terms and conditions of the original contract shall remain in force.

**The discount submitted herein for Section B, Included Items, shall be fixed for the entire term of the contract.**

This contract shall be contingent upon the appropriation of sufficient funds in the 2010 and 2011 temporary and/or permanent budgets by the Board of Chosen Freeholders. There shall be no penalty for cancellation due to non-appropriation of funds.

The County and/or participating cooperative members may, at any time, cancel, without recourse, any contract awarded as a result of this Request for Bid by providing ten (10) calendar days written notification, return receipt, to the contractor, if services provided under this contract are not complete and satisfactorily performed. For County of Cumberland purposes, the Cumberland County Purchasing Agent shall be the sole judge as to what constitutes complete and/or satisfactory/unsatisfactory performance.

The County and/or participating Cooperative members shall give the contractor one (1) written notice for failure to deliver as required and/or any other failure to comply with these specifications. Thereafter, the County and/or the participating Cooperative member shall have the right to cancel this contract on ten (10) calendar days written notice for failure to deliver as required or other noncompliance to these specifications.

**45. ON-LINE ELECTRONIC ORDERING**

The contractor shall be required to provide to the County a secure, web-based, on-line electronic ordering system at no additional charge to the County. This system shall be made available to all departments identified by the County. Various levels of access and authority shall be available and enacted in accordance with the directives from the Purchasing Department.

The contractor shall provide system training at all ordering locations designated by the Purchasing Department.

The contractor shall be required to provide on-going training when new employees are assigned and/or when requested by the Purchasing Department.

This system shall be in full operation, and all training completed, within thirty (30) calendar days of contract commencement.

Bidders shall provide in the Bidders Data Sheet and Questionnaire a description of the features of the on-line ordering system they propose to utilize for this contract, including at a minimum a description of system security and levels of access and authority.

**46. DELIVERIES**

Next business day delivery shall be required for all orders placed before 3:00 PM the previous business day.

Deliveries shall be made inside to each ordering department.

There shall be no minimum order requirement.

All deliveries are to be made between the hours of 8:30 A.M. and 3:30 P.M. on business weekdays, except as otherwise arranged by the County and the contractor.

Cooperative members will make payments according to their payment policies. The contractor shall obtain the proper billing address from each participating Cooperative member.

47. **PENALTY**

In the event that delivery is not made as specified, the County and/or the participating Cooperative member reserves the right to obtain the contract item on the open market from any available source. In such event, the amount involved will be charged to the defaulting contractor.

48. **COUNTY OF CUMBERLAND BUSINESS HOURS**

For the purposes of this agreement, normal business hours for the County of Cumberland are Monday through Friday, 8:30 AM to 3:30 PM, excluding holidays observed by the County.

49. **CONTRACT MANAGEMENT**

Questions and communications regarding the County of Cumberland requirements of this contract, once awarded, shall be directed to:

Cumberland County Purchasing Department  
790 East Commerce Street  
Bridgeton, New Jersey 08302  
Telephone (856) 453-2132  
Facsimile: (856) 451-0967

50. **PAYMENT**

Each participating cooperative member shall be responsible for payment to the contractor(s) for goods supplied to them.

For County of Cumberland purchases, payment for delivery of goods will be made within seven (7) days following the next regular monthly meeting of the Board of Chosen Freeholders subsequent to said delivery.

51. **BID DOCUMENT INFORMATION**

Bidders shall bid on all Core Items listed in Section A on the Official Bid Document. Bidders who do not provide a bid for all items listed therein shall have their bid rejected as non-responsive.

Bidders shall provide the discount they shall apply to the Included Items identified in Section B on the Official Bid Document. The minimum discount rate shall be fifty percent (50%). Bidders who do not provide a discount for these items or who provide a discount rate of less than fifty percent (50%) shall have their bid rejected as non-responsive.

Bidders are instructed to indicate in the area provided on the Official Bid Document for Section A, Core Items, the unit price they shall charge the County

for each of the items identified therein. Bidders shall then multiply the unit prices times the upper range number of the Usage Estimate to equal their extended cost for each item. Bidders shall then add all the extended costs together to equal their Section A total bid.

Bidders are instructed to indicate the discount they shall apply to the items identified in Section B, Included Items. Bidders shall then multiply that discount amount times the \$140,000.00 (estimated gross purchase amount) to equal the Total Discount Amount. Bidders shall then subtract that Total Discount Amount from the \$140,000.00 (estimated gross purchase amount) to equal the total amount for Section B. For example a bidder indicating a discount of 60% shall multiply that amount times \$140,000.00 to equal a Total Discount Amount of \$84,000.00 which amount shall then be subtracted from \$140,000.00 to equal \$56,000.00, the amount that shall then be entered and expressed as the total amount for Section B. Bidders having any questions regarding the correct method for providing this information on the Official Bid Sheet shall contact David A. Mulford, Jr., Director of Purchasing, at (856) 453-2130.

Bidders shall then add their total for Section A to their total for Section B to equal their total, all-inclusive, lump sum bid.

Bidders are hereby advised that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

The decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby instructed to check yes or no on the Official Bid Document as to whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. It shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. It shall be further understood that the decision to extend, or not to extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Document whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.

## **52. CONTRACT AWARD**

The County of Cumberland shall award a contract to the bidder offering the lowest, responsive bid for supplying and delivering the items described herein and in the manner described herein.

Additionally, the County of Cumberland shall declare as winning bidder for the cooperative members the bidder offering the lowest, responsive bid for supplying and delivering the items described herein and in the manner described herein.

The County shall award a single contract for the provision of these services.

Bidders shall bid on all items listed herein. Bidders who do not provide a bid for all items listed herein shall have their bid rejected as non-responsive.

The County reserves the right to reject any and all bids as allowable by law. The County reserves the right to investigate the bidder's ability and to satisfy itself that the bidder will be able to fulfill the requirements of these specifications and any future service requirements.

The County shall notify all interested entities of the bid results obtained pursuant to the public opening herein scheduled, and shall additionally identify the vendor to whom the County intends to award a contract and which vendor will be declared the winner for cooperative members. It shall be the responsibility of the winning vendor to contact said cooperative members and to forward any required documentation necessary to enter into any contracts directly to each individual member. Contract documentation for participating cooperative members shall not be sent to the County for consequent distribution to participating entities.

## **53. CONTRACTOR REQUIREMENTS**

The successful bidder (contractor) is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written consent and approval of the County.

The contractor and his employees engaged in performance of work shall at all times be deemed to be performing as independent contractors and not as agents or employees of the County and the acts and omissions of such employees shall be deemed to those of the contractor. The contractor shall hold harmless the County and its employees from and against any and all losses, claims, demands, judgments, cost and expenses of every nature of any kind, arising out of or incidental to or in any way resulting from the acts or omission of the contractor or his employees while acting within the scope of their employment.

**58. QUESTIONS**

Questions concerning this specification must be submitted in writing to the Purchasing Office by 12:00 P.M. (Noon) on Wednesday, January 20, 2010. Questions may be faxed to (856) 451-0967. Questions received after this date/time will not be answered.

**59. COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM**

Bidders are hereby reminded that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

Bidders are hereby reminded that the decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby reminded to check Yes or No on the Official Bid Sheet regarding whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. Bidders are reminded that it shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. Bidders are additionally reminded that it shall be understood that the decision to extend, or not to extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Sheet whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.